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| APPLICATION NO. | FILING DATE | FIRST NAMED INVENTOR | ATTORNEY DOCKET NO. | CONFIRMATION NO. |
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| 09/812,315      | 03/20/2001  | Sean E. Carolan      | 2000-0296           | 2923             |

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EXAMINER

FLEMING, FRITZ M

ART UNIT PAPER NUMBER

2182

DATE MAILED: 12/30/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

09/812,315

Applicant(s)

CAROLAN ET AL.

Examiner

Fritz M Fleming

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

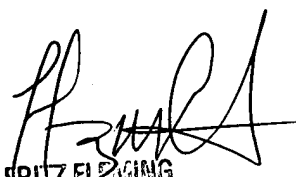
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 23 September 2004.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-12 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-12 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

  
FRITZ FLEMING  
PRIMARY EXAMINER  
GROUP 2100

**Application Papers**

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)  | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                                   | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)             |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

**DETAILED ACTION**

***Claim Rejections - 35 USC § 112***

1. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

2. Claims 1-12 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

It is noted that applicants refer to MPEP608.01(o) [attached hereto] in support of the amended material. After reviewing pages 10, line 12 to page 11, line 17; page 16, line 9 to page 18, line 10; and Figures 3 and 4, the examiner does not see that support for the amended material is "readily apparent". While the applicants have used terminology of the originally filed disclosure, the issue of new matter has arisen, due to the particulars of the terminology of the claims, as set forth below. For example, the claims have been amended to include an initial transmitting of user credentials to the subscriber, for storage by the computer. A review of the entire disclosure does not provide any "readily apparent support" for this, noting that there is no express disclosure of when or how the credentials are transmitted, especially prior to any sort of service network change request. A text search of the published application [attached hereto] for "credential(s)" does not reveal how the credentials for the providers/networks are

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transmitted to the subscriber. In fact, the only mention of any transmission of credentials is in conjunction with an in progress change request to a non-configured second provider at step 303, and such credentials seem to be optional due to the "if needed". Thus it is entirely unclear of the how and when the claimed transmission is carried out, thus setting forth a reasonable basis for a holding of new matter in the claims. The other area of new matter is the "without changing the user credentials of the subscriber for the first service network/plurality of service providers". Again based upon a thorough review of the entire disclosure and a text search for "credential(s)", there is no "readily apparent support" for how the credentials are not changed, or any sort of explanation of what would constitute a change and how a change would be undesirable, in terms of what was originally filed. There really is no detailed differentiation made in the disclosure as originally filed as to credentials for the first vs. the second networks/providers, and how these credentials play a role in the network/service request change to the point that those of the first network/service are not changed. Thus it is entirely unclear how and when these credentials are not changed, thus setting forth a reasonable basis for the holding of new matter in the claims. Simply stated, applicants are respectfully requested to point the specific portions of the disclosure as originally filed that would support what has been claimed, as it is unclear exactly what the argued "functionality" is and how such is to distinguish over the art of record.

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

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4. Claims 1-12 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Based upon the above, it is unclear how the "without changing" is to be interpreted, in light of the disclosure as originally filed. Thus, the limitation is rejected below on art, as explained how the limitation is being interpreted in light of the cited art.

***Claim Rejections - 35 USC § 103***

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

7. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was

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not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

8. Claims 1-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sistanizadeh et al. (Sistanizadeh) in view of .

Regarding the amended subject matter of claims 1-12, applicants' attention is brought to Figures 3 and 5 and 8/8a/8b. For example, Figure 3 shows the users at 316-324 as the subscribers/network access devices, as does Figure 5 at 510/512, as does Figure 8 at 810 and 812, indicative of a single user on a single client PC. Service providers with different address pools are seen at 340/342, as well as (AS)UUNET 101.211.0.0 and (AS)PSI 164.109.0.0 of Figure 5. The access network, analogous to applicants' 120/221/225, is seen as the 310-314,328,330 which then in turn connects the subscribers to the service providers, and is certainly of the high speed variety, given the Figure 3 description of portions A and B, inclusive of a LAN and ETHERNET and the T1/3 lines 336 and 338, with the DNS and DHCP servers. Turning to Figures 8a/b, such are the same as applicants' Figures 4 and 5, as far as providing the same functionality as claimed. For claims 1-7, note the use of USER 810, PC/Client 812, DHCP server 814, DNS 816, ISP/IP 818 and the initial boot and request leading up to the start of an application, of which there is just one computer or network device, as is now claimed. Eventually, the user does a "Change ISP Different Username & Password" which is detailed as the "fourth stage" of column 13, lines 12-27, in which the user desires a change to a new ISP via clicking on the ISP change application, with an

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initial DHCPRELEASE and a DHCPDISCOVER to request a change from the user, with a DHCPPOFFER being the response from the access network, ultimately leading to DHCPREQUEST and DHCPACK to finalize the switch to the second ISP, with its second pool of addresses so that data packets can be transmitted to/from the user and the second ISP. Note the use of the DHCP protocol throughout this procedure. Note that an authentication request for the subscriber is in the form of the user providing the new user name and password for the ISP change, wherein the change can only take place if such is authenticated, as per column 13, lines 28-55 which discuss the public key/private key. Per Figure 5, the ultimate user address is in the IP format. As far as claim 6 is concerned, the user at the PC/client uses applications to select the initial ISP username and password, and then to use it to select the new ISP to which the change is desired. This anticipates the plurality of server choices displayed to enable a selection, to the extent claimed, as the claim does not specify a particular display layout. As far as claims 8-12 are concerned, the authentication from the user to the access network is in the form of the public/private keys as well as the use of a user name and password which require proper authentication for the process to be validated and proceed to the desired completion. For example, if the user name and password are not correct, there will be no authentication provided for the DHCP process to continue the network address change. However, what are missing are the express use of the term "credentials" and that such are transmitted to the subscriber for storage at the computer, and an express mention of "without changing the user credentials" during the service change.

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WINDOWS 95 UNLEASHED shows that it is very old and well known in the art to store the user name and password at a home computer, if security is not a real concern, reference made to page 556, where one finds explicit mention to save passwords so as to not have to re-enter such, in the same field of going on line as applicants have claimed.

Yoshikawa, in the same field of ISP access, explains in conjunction with Figure 2, that it is old and well known, per column 2 lines 29-34, that once the contract for ISP hook up is signed, that the account name and password are provided to the user. This is the same as the claimed "transmitting, to the subscriber", as the mode of transmission is not specifically claimed, hence any "provided to the user" renders as obvious this very broad limitation.

Liao et al. teach that it is old and well known in the art that a typical credential is a userid (user identifier) and password pair, thus setting forth what is considered to comprise the art term "user credentials".

Therefore it would have been obvious to one having ordinary skill in the art at the time that the invention was made to modify the base Sistanizadeh reference by the teachings of WINDOWS 95 UNLEASHED, Yoshikawa and Liao et al., for the express of saving the user credentials at the user's computer so that they don't have to be re-entered every time and ISP is going to be accessed. Conventionally, the contracts for the ISPS of Sistanizadeh would have to be signed before being able to use the two and switch between them per Figure 8, thus it is obvious per the teachings of Yoshikawa that the user in Sistanizadeh would have the account name (the same as a userid) and



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password provided (hence transmitted to the extent claimed) for each ISP so that the ISPs can be accessed as desired. It is also obvious per the teachings of Liao et al. that the username and password combination are known in the art as the "credentials". Hence, when all of the above are combined, when the user of a single client PC in Sistanizadeh desires to switch from one ISP to another on the user's single machine (which is also a network access device), that the user already has the credentials provided by the ISPs (per a signed contract to access the ISP services), and that the user would want to store these on the computer, if security is not a concern, so as to not have to re-enter them every time the user wants to access one of the ISPs that have been subscribed to. Per the combined teachings, in order for the user to have usernames and passwords for each of the two ISPs means that they have been subscribed to by the user, as this is how the user obtains such, via a signed contract with the ISP in advance (per Yoshikawa). Thus per Figure 8B, the initial boot results in a selection of an ISP and the providing of the username and password, thereby to obtain access to a first ISP via a DHCP based process, which per Figure 5 and its discussion at column 9+, in which the assigned IP address is from the pool of addresses of the selected ISP, which one also notices per column 10, that a customer is connected to the desired ISP and the customer is allowed to have a login and password for each ISP. Note especially that column 10, lines 32+ explicitly teach an IP address based upon the ISP sought, with the MAC address staying the same, but the user name and/or passwords change, with change being in the sense of being different for each ISP and not changing during the process of changing ISPs. Thus the IP address of the initial

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ISP access corresponds to an address from its pool and the IP address from the “change to” ISP is from its pool, as claimed, with routing occurring through the selected ISP. Thus, per the combined teachings, it is obvious that during the ISP change process of Figure 8B, the user credentials for each ISP do not change, as there is no indication that the user either has to or should actually change them. What changes is the credential that is used, as the initial access requires one set of credentials, and the access to the “change to ISP” requires use of the other set of credentials corresponding to that ISP. As the claims only require a “without changing the user credentials of the subscriber for the first network”, without specifying exactly what the change is or specifying a time frame or the like, the combined references do the same, as the user is neither prompted nor required to change any of the credentials during the process of Figure 8B, as the user of an initial set of credentials for initial ISP access and then the use of the second set of credentials for the “change to ISP” access is simply not ruled out by the claim language, as the user uses two sets of credentials, but actually does not change either one of them as a result of the ISP change. If applicants’ “functionality” allows a user to change ISPs without having to enter the credentials for the second ISP due to the use of proper credentials from the first ISP, then applicants should claim such and also show where such can be found in the originally filed disclosure. Regarding claim 2, the username and password for the initial and “change to” ISP represent the claimed authentication request, as any of the usernames and passwords being incorrect will not allow access. Accordingly, as set forth in claim 3, the change to the second ISP can only occur when proper authentication has been verified

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per the credentials for the second ISP, as the DHCPRELEASE and then subsequent DHCPREQUEST occur in Figure 8B after the CHANGE ISP. Per claim 4, DHCP is used. Per claim 5, Figure 5 shows IP addresses, and columns 9+ use the terminology "IP addresses". Per claim 6, the combined teachings show two ISPs from which to choose from, but the teachings apply equally to ISPs as they would become available, as Yoshikawa requires that any contracts are signed in advance, meaning again that the user would be made aware of additional choices to which the user can subscribe. AS claim 6 does not specify the manner in which the additional ISP is to provided, such can be met by mailings, magazine advertisements, internet browsing and the like. Per claim 7, the analysis for claim 1 applies, noting differences in claim language like "single network access device" which is the single user PC. Per claim 8, the analysis for claim 1 also applies, noting terminology changes like "plurality of service providers to which the subscriber has subscribed", noting that the combined references teach contracts signed in advance. Claims 9 and 10 have been addressed per claims 4 and 5 above. Claim 11 is addressed above, noting that the sending of authentication information is that of the username and password provided by the user when changing ISPs, noting that a change of ISPs and hence the network address via a DHCP process will only occur when properly authorized. The same applies also to claim 12.

### ***Double Patenting***

9. The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. See *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA

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1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and, *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent is shown to be commonly owned with this application. See 37 CFR 1.130(b).

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

10. Claims 1-12 are provisionally rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-6 of copending Application No. 09/812,313 (Carolan et al. US2001/0049737); or over claims 1-18 of copending 09/812,442 (Carolan et al. US2002/0036658) in view of Sistanizadeh and WINDOWS 95 UNLEASHED and Yoshikawa and Liao et al, as combined and set forth above. Although the conflicting claims are not identical, they are not patentably distinct from each other because the instant claims, as well as the copending claims, all embrace the method of configuring a network access device to a second service provider from a first service provider, using DHCP, as well as the use of authentication. The co-pending claims lack the "without changing" and the credentials and the transmission and storing of such, wherein the combination as set forth above, applied to either set of the copending claims, renders the claimed subject matter obvious, per the above detailed technical analysis.

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

***Response to Arguments***

11. Applicant's arguments with respect to claims 1-12 have been considered but are moot in view of the new ground(s) of rejection.

It is to be noted, however, that applicants only argued patentability in terms of a broad and not so well defined "functionality" that in and of itself has some new matter issues above. Additionally, the "without changing" limitation is vague and indefinite per the above. Thus, per the above analysis, the combined references have the same functionality, that being the ability of the user to subscribe to a plurality of ISPs and change ISPs during a computer session without having to change any of the ISP credentials themselves, just use the right credentials to gain access to the desired ISP. If applicants continue to argue a novel "functionality" then this "functionality" should be fully explained in terms of the support found in the confines of the original disclosure and compared in some technical detail to the rejection presented by the examiner. Accordingly, the amendments required the addition of references and hence new art is being applied in this Final Rejection.

The double patenting rejection has been modified to encompass the amended subject matter.

It is also to be noted that Schmuelling et al. teach an ISP list in Figure 5, already made of record in the previous action.

12. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP

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§ 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

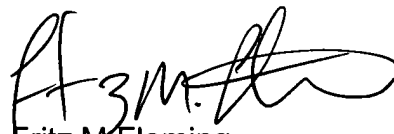
A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Fritz M Fleming whose telephone number is 571-272-4145. The examiner can normally be reached on M-F, 0600-1500.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey Gaffin can be reached on 571-272-4146. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

  
Fritz M Fleming  
Primary Examiner  
Art Unit 2182

fmf

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Text Search results for "credential(s)" in the instant published application.

DOCUMENT-IDENTIFIER: US 20010049729 A1

TITLE: Method and apparatus for coordinating a  
change in service provider between a client and a  
server

----- KWIC -----

Pre-Grant Publication (PGPub) Document Number -  
PGNR (1):  
20010049729

Pre-Grant Publication Document Identifier - DID  
(1):

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US 20010049729 A1

Detail Description Paragraph - DETX (10):

[0022] The browser user interface 790 provides a graphical user interface (GUI) and includes a service provider manager function or module that enables the user to switch between service providers (e.g., associated with networks 151, 152). The service provider manager function is enabled by selecting the appropriate button or control on the menu bar 792. This may be explicitly presented on a particular button 793 or such function can be part of a selection on a drop-down menu. The service provider management function of the client software permits the user to select a service provider from a list of subscribed service providers. In the embodiment depicted in FIG. 3, the service provider manager function has been selected by the user and a window 720 is generated that contains a plurality of choices, e.g., SERVICE PROVIDER-1, SERVICE PROVIDER-2, SERVICE PROVIDER-3, and SERVICE PROVIDER-4 (hereinafter described as svc-1, svc-2, etc). User credentials for each service provider may be cached within the client memory. The service provider manager can also offer to add new service providers in accordance with the user's selection, and update information may be downloaded as is well known in the art. As described herein, a subscriber to svc-1 has an IP address currently allocated to svc-1, and desires to change to svc-2. The process for effectuating this change will be described in more detail below.

Detail Description Paragraph - DETX (17):

[0029] FIG. 7 is a flowchart depicting the actions of the service client in



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accordance with an embodiment of the invention. The subscriber is logged into a profile with a working service provider's IP address, e.g., the address allocated to the user of svc-1 (151). Within a current login session, the subscriber desires to change from the active service provider-- svc-1 (151) to another subscribed service provider, svc-2 (152). In accordance with a preferred embodiment of the present invention, the subscriber makes the request using the service provider manager function of the client, which will initiate a series of steps to effect a change in the IP address for network access device 101. At step 301, the user accesses the service provider manager function of the client shown generally at 720 in FIG. 3. As discussed above, the service provider manager function enables the user to select a service provider from a stored list of service providers in the client. In the illustrative embodiment, the user is currently using active service provider svc-1 and desires to change to service provider svc-2. At step 302, the client 101 fetches the current account configuration data from the service activation system 160 over the access network and checks whether the stored list of subscribed service providers is current. Any changes can be reconciled before displaying the selection of service providers to the user. The service activation system 160 is described above and can utilize user credentials, either explicitly requested or cached automatically, to authorize the fetching of account configuration data. If the cached credentials on the client are invalid, the attempt to update the list of configured service providers may be

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refused and the user alerted that the credentials need to be updated. A specialized account restoration procedure can be utilized by a properly-authorized administrative user to update the cached credentials. Alternatively, the user may ignore the message and continue using the old list of configured service providers. These options may be displayed by the client software in a manner analogous to what is commonly utilized in a dial-up connection using text-based or graphical controls. At step 303, the user selects an option within the service provider manager function to switch to the new service provider (svc-2). If the second service provider is not configured, then the service provider manager function 720 of the client can offer to add the new service provider. The client can be configured to automatically connect to the service activation system 160 and enable the user to interact with a service provider management feature in the service activation system 160 as well as any necessary service provider-specific registration sites. After receiving the proper configuration data and any service provider access credentials, if required by the service provider, the client can return back to step 303 in FIG. 7. At step 304, the client displays a warning with respect to switching between service providers while network applications are running. The user can then choose to either continue or cancel the operation. If the user chooses to cancel, then, at step 305, the current service provider association remains in effect and the client service provider manager function ends.

Detail Description Paragraph - DETX (18):

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[0030] If the user chooses to continue, the client signals the service activation system 160 at step 306 for a service provider change and provides the access device's (111 ) physical address information, such as a MAC address as discussed above. The client will also send the subscriber's credentials, in one exemplary embodiment, to enable the service activation system to authenticate the subscriber. The service activation system (registration server 162) will check the subscriber's credentials and credit information utilizing a network-based subscription/authorization process for the various services shared on the access network infrastructure. At step 307, the client receives confirmation from the service activation system 160 that the change to the new service provider is authorized. If the authorization fails, the service activation system 160 returns an error message to the client, the existing service provider association remains in effect, and the client service provider manager function ends. If authorization to switch to the new service provider has succeeded, at step 308, the client sends a message to a local DHCP process (controlled by network application software in the client or on a networked system) requesting that it release and renew the IP address of the access device 101 in accordance with the methodology described above and illustrated in FIG. 5. In this manner, a new IP address is assigned to the access device from the selected service provider. At step 309, the client can update the browser interface 790 to reflect the settings specific to the active service provider (e.g., svc-2).